



INTERNET USE POLICY OF THE UPLAND PUBLIC LIBRARY AND INTERNET USER AGREEMENT

1. The Upland Public Library is making Internet access available to the public as an educational, information, and recreational resource only.
2. Subject to the rights of other library users to disruption-free enjoyment of the Library facilities, Library policy affirms the safeguarding of First Amendment Rights, intellectual freedom, equity of access, confidentiality of information about users and affirms the following principles of users rights:
 - a. Electronic information, services and networks should be readily, equally and equitably accessible to all library users.
 - b. Libraries should not deny or limit access to information via electronic resources because of its controversial content or because of personal beliefs or fear of confrontation.
 - c. Information retrieved or utilized electronically should be considered constitutionally protected unless determined otherwise by a court.
3. No person under the age of 18 may use the Upland Public Library Internet workstations (the "Workstations") without submission of a "Permission for Use By Minor Child" form, signed by the child's legal guardian or parent. Responsibility for, and any restriction of, a child's use of the Internet rests solely with the child's parent or legal guardian
4. The Upland Public Library makes no warranty, expressed or implied, for the timeliness, accuracy, or usefulness of information accessed via the Internet. Library staff cannot control access points that often change rapidly and unpredictably. Users are hereby notified that they are responsible for the choices of sites they visit.
5. Because of the Library's limited resources, the Workstations in the library are located in public areas that must be shared by all users, including minors. Therefore, notwithstanding the principles and user's rights set forth above, the undersigned agrees to use the Workstations in a responsible manner consistent with applicable law, mindful and respectful of the rights of other patrons. In furtherance of the forgoing:
 - a. The undersigned shall refrain from displaying images or materials that are obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, if Library staff determines that the images or materials unreasonably interfere with other patrons' use and enjoyment of the Library.
 - b. The undersigned shall refrain from displaying images or materials or otherwise using the Workstations in a manner that constitutes a nuisance to other patrons.
 - c. The undersigned shall refrain from displaying material that is harmful to minors when minors are present or likely to be present. "Material that is harmful to minors" means:

any communication, picture, image, graphic image file, article, recording, writing, or other matter of any kind that is obscene or that

 - (A) the average person, applying contemporary community standards, would find taking the material as a whole and with respect to minors, is designed to appeal to, or is designed to pander to, the prurient interest;
 - (B) depicts, describes, or represents, in a manner patently offensive with respect to minors, an actual or simulated sexual act or sexual contact, an actual or simulated normal or perverted sexual act, or a lewd exhibition of the genitals or post-pubescent female breast; and
 - (C) taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

6. The undersigned shall use the Library's Internet resources for educational, informational, and recreational purposes only, and not for conducting a business or commercial activity such as distribution of advertising.
7. The undersigned shall refrain from illegal or unethical use of the Internet; this restriction includes but is not limited to the restriction set forth in Paragraph 5(b) above.
8. The undersigned shall not make unauthorized copies of copyrighted, licensed or otherwise controlled software residing on the Internet.
9. The undersigned shall not represent himself or herself as another, shall not attempt to modify or gain access to files, passwords, or data belonging to others; and shall not seek disallowed access to any computer.
10. The undersigned shall not alter or damage the setup of the equipment used and not alter or damage software or data.
11. The undersigned shall not deliberately propagate computer worms and viruses.
12. The undersigned shall refrain from the transmission of threatening, harassing or abusive language or images.
13. The Upland Public Library will not offer e-mail accounts to library users.
14. The undersigned acknowledges and agrees that any violation of these policies and regulations may result in the undersigned being precluded from using the Library's Internet resources. In addition, illegal activity will be subject to prosecution by the appropriate authorities. The undersigned's Library privileges may be denied in whole or in part, as follows:
 - a. A hearing shall be held by the Library Director to consider whether to suspend or terminate in whole or in part the patron's Library or Internet Use privileges. The Library shall notify the patron in writing seven (7) days prior to the hearing.
 - b. The patron may submit any information relevant to the Library Director's determination at any time prior to the close of the hearing.
 - c. Following the hearing the Library Director shall inform the patron in writing of the Library Director's determination and the effective date of any suspension or termination, if applicable.
 - d. The Library Director's determination may be appealed to the Library Board of Trustees. The determination of the Library Board of Trustees shall be final.
15. The undersigned acknowledges that he/she has read and understands the Upland Public Library Internet Use Policy.
16. **LIMITATION OF LIABILITY.** The undersigned further agrees to indemnify, defend and hold free and harmless the Upland Public Library, the City of Upland, and each of the Library's and City's elected officials, officers, employees and/or agents as to any and all costs, claims, judgments and/or liabilities of any nature which may be asserted as a result of undersigned's use and access of the Internet at the Upland Public Library.

Signature _____
Print Name _____
VOID

Signature _____
Print Name _____
VOID